

EXHIBIT 43

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SCO, INC.

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Rev to Cash Reconciliation

Revenue to Cash Reconciliation & Computation of Balances Due to SCO
for Jan-97

Total SVRx Cash For Consideration for Period		4,888,828.72
Plus Other non-Cash Offsets & Adjustments	763,352.14	
Plus Bank Fees	74.84	
Less Misdirected Payments	(1,722.00)	
Plus Cash Given to Novell in Error	0.00	
Plus Novell Retained Cash, Now Used	851.29	
Less Payments w/no Admin Fee	(39,230.70)	
Less Payments w/no Reports	0.00	
Total Adjustments to Cash	723,325.57	
Basis of Administrative Fees		5,612,954.29
Total SVRx Revenue Booked for Period	6,166,475.56	
Prior Period SVRx Balances Due	1,141,541.36	
Total Revenue for Administrative Consideration for Period		7,308,016.92
Adjustments to Revenue		
Less unpaid, fee administered revenue	(1,695,062.63)	
Total Adjustments to Revenue	(1,695,062.63)	
Total Adjusted Revenue for Period		5,612,954.29
Domestic Administrative Fee Calculation	280,647.71	
3rd Party Royalty Reimbursement	37,362.84	
Japanese SVRx Administrative Fee	0.00	
Total Administrative Charges & 3rd Party Royalty Amounts	318,010.55	
Total Payment due to Novell for Period		4,571,618.17

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Misdirected Cash

Cash Misdirected to SCO for Novell Retained Products

Jan-97

Company	Product	Amount
Intergraph (Feb-97 Cash)	FACE	576.60
Mellillo (Feb-97 Cash)	MoOLIT	220.00
Mellillo (Feb-97 Cash)	MoOLIT	200.00
Intergraph (Feb-97 Cash)	FACE	725.40
Total for Refund to Novell		1,722.00

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SCO, INC.

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Cash & Other Offsets

13 LEARNING	5,944.50	0.00	5,944.50	5.00%	5,944.50	0.00	0.00	0.00	0.00	0.00	0.00	20223
14 TELLO CONSULTING	700.00	0.00	700.00	5.00%	700.00	0.00	0.00	0.00	0.00	0.00	0.00	11000
15 MICROTEC RESEARCH, INC.	22,880.00	0.00	22,880.00	5.00%	22,880.00	0.00	0.00	0.00	0.00	0.00	0.00	1,144.00
16 NATIONAL BEACON CONDUCTOR	399.61	0.00	399.61	5.00%	399.61	0.00	0.00	0.00	0.00	0.00	0.00	13.40
17 RCR	90,376.07	0.00	90,376.07	5.00%	90,376.07	0.00	0.00	0.00	0.00	0.00	0.00	28.07
18 NETWORK EQUIPMENT TECHNOLOGIES	132.50	0.00	132.50	5.00%	132.50	0.00	0.00	0.00	0.00	0.00	0.00	28.85
19 OLIVETTI, RI	(44,917.59)	0.00	(44,917.59)	5.00%	(44,917.59)	0.00	0.00	0.00	0.00	0.00	0.00	(2,468.85)
20 ZONITE COMPUTER	12,009.00	0.00	12,009.00	5.00%	12,009.00	0.00	0.00	0.00	0.00	0.00	0.00	14.80
21 PLUS ELECTRONICA SPA (2)	6,876.97	0.00	6,876.97	5.00%	6,876.97	0.00	0.00	0.00	0.00	0.00	0.00	16.64
22 BEGLUOTA	6,290.00	0.00	6,290.00	5.00%	6,290.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23 SNI	465,278.12	0.00	465,278.12	5.00%	465,278.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 STRATUS	172,597.85	0.00	172,597.85	5.00%	172,597.85	0.00	0.00	0.00	0.00	0.00	0.00	613.78
25 MINISOFT	19,809.44	0.00	19,809.44	5.00%	19,809.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26 MINISTY	75,760.78	0.00	75,760.78	5.00%	75,760.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27 All Totals	6,105,476.54	0.00	6,105,476.54	0.00	6,105,476.54	0.00	0.00	0.00	0.00	0.00	0.00	58,257.11
28 Less Overpayments	7,208,216.32	124,821.54	7,333,037.86	0.00	7,333,037.86	0.00	0.00	0.00	0.00	0.00	0.00	(8,400.71)
29 Misdirected Novel/Cash												
30 Payment Word Admin Fee												
31 Missing Reports												
32 Cash for Consideration												

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EXHIBIT 45

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

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THE SCO GROUP, INC., a Delaware
corporation,

COPY

Plaintiff/Counterclaim Defendant,

against Civil No. 2:03CV-0294 DAK

INTERNATIONAL BUSINESS MACHINES
CORPORATION, a New York
corporation,

Defendant/Counterclaim-Plaintiff

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CONFIDENTIAL

EDWARD S. CHATLOS, JR.

New York, New York

Wednesday, February 15, 2006

Reported by: Steven Neil Cohen, RPR

Job No.: 181640

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2 company would you ever ask a lawyer to type
3 up transaction documents for you?

4 A. Yes.

5 Q. Why would you do that?

6 A. Because they are experts at that.

7 Q. Because they are experts in doing
8 that?

9 A. Right.

10 Q. Because they have legal
11 experience, correct?

12 A. Yes.

13 Q. And legal training, correct?

14 A. Yes.

15 Q. That is why Novell would have
16 asked a lawyer to draft the APA, correct?

17 MR. NORMAND: Objection to form.

18 THE WITNESS: Yes.

19 BY MS. SORENSON:

20 Q. Looking at paragraph 4.6A, page
21 24 of Exhibit 27, the Asset Purchase
22 Agreement --

23 A. 4.6.

24 Q. I am sorry. 4.16. Thank you.

25 Looking at 4.16 of Exhibit 27,

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2 page 24, specifically directing your
3 attention to 4.16A, it states that, reading
4 the first sentence, "Following the closing
5 buyer shall administer the collection of
6 all royalties, fees and other amounts due
7 under all SVRX licenses (as listed in
8 detail under item 6 of schedule 1.1(a)
9 hereof and referred to herein as 'SVRX
10 royalties')." "

11 Did I read that correctly?

12 A. Yes.

13 Q. Is it fair to say then to
14 understand SVRX licenses one has to look at
15 item 6 of the included assets at schedule
16 1.1(a)?

17 MR. NORMAND: Objection to form.

18 THE WITNESS: Yes. Yes.

19 BY MS. SORENSON:

20 Q. Turning to item 6 of the included
21 asset schedule to the APA, schedule 1.1(a),
22 item 6 states, "All contracts relating to
23 the SVRX licenses listed below:"

24 Did I read that correctly?

25 A. Yes.

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2 Q. Then it lists a variety of UNIX
3 System V licenses underneath; is that
4 correct?

5 A. No.

6 Q. What does it list?

7 A. A variety of UNIX System V
8 products.

9 Q. Including licenses?

10 MR. NORMAND: Objection to form.

11 Asked and answered.

12 THE WITNESS: Including the
13 various licenses associated with those
14 products.

15 BY MS. SORENSON:

16 Q. Would that include UNIX System V
17 licensing and sublicensing agreements?

18 A. Yes.

19 Q. Would that include source code
20 licensing and sublicensing UNIX System V
21 agreements?

22 A. Schedule 1.1(a) includes those
23 contracts, yes.

24 Q. The SVRX licenses listed below
25 under item 6 are those -- would those

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2 include source as well as binary licenses?

3 A. I believe so, yes.

4 Q. What is the basis for your
5 understanding of the parties' intent that
6 section 4.16 of the APA, turning back to
7 page 24 of Exhibit 27, relates only to a
8 binary income stream?

9 MR. NORMAND: Object to form.

10 BY MS. SORENSON:

11 Q. Let me make it clearer.

12 At paragraph 13 of your
13 declaration which is Exhibit 960, your
14 first sentence reads, "Paragraph 4.16 of
15 the APA was specifically designed and
16 intended to protect Novell's retained
17 binary product royalty stream."

18 My question is, what is the basis
19 for your understanding that section 4.16 of
20 the APA was designed and intended to
21 protect Novell's retained binary product
22 royalty stream?

23 A. Two points are my basis.

24 One is my knowledge of the intent
25 during the discussions and as I read this

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2 it is clear to me it is based on the
3 royalties associated with these products
4 that are being referenced here, the binary
5 royalties.

6 Q. So the two things that comprise,
7 and if I am not stating your testimony
8 correctly say so, I am not trying to put
9 words in your mouth.

10 If I understand you correctly,
11 you are saying that your understanding of
12 the parties' intent -- strike that.

13 Your understanding is that
14 paragraph 4.16 of the AP was designed and
15 intended to protect Novell's retained
16 binary product royalty stream. There are
17 two sources for that understanding; one,
18 your knowledge of the intent of the
19 parties; and, two, the fact that binary
20 royalties are being referenced here.

21 Did I state that correctly?

22 A. Implicitly -- I mean, yes, you
23 stated that correctly, implicitly
24 referenced here.

25 Q. By "implicitly referenced here"

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2 you are referring to section 4.16 sub (a)
3 of the Asset Purchase Agreement; is that
4 correct?

5 A. Yes.

6 Q. You would agree with me that
7 section 4.16 of the Asset Purchase
8 Agreement does not state anything about
9 binary royalties, correct?

10 MR. NORMAND: Objection to form.

11 THE WITNESS: Not binary
12 royalties.

13 BY MS. SORENSON:

14 Q. The words "binary royalties" does
15 not appear in section 4.16?

16 A. Correct.

17 Q. Is there anyone within Novell to
18 whom you can point as a source for your
19 knowledge regarding the parties' intent
20 regarding section 4.16 and its alleged
21 relationship only to a binary income
22 stream?

23 MR. NORMAND: Objection to form.

24 THE WITNESS: I don't understand
25 the question.

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2 Q. I just have a little bit of
3 recross.

4 Looking again at Exhibit 27, the
5 Asset Purchase Agreement, section 4.16,
6 SVRX licenses, paragraph A, the word
7 "binary" does not appear in section 4.16A
8 of the Asset Purchase Agreement, correct?

9 A. Not explicitly.

10 Q. In fact, the word "binary"
11 doesn't appear in section 4.16 at all?

12 A. Not explicitly but it is implied
13 by the term SVRX.

14 Q. The answer to my question is, no,
15 the word "binary" does not appear in
16 section 4.16 of the Asset Purchase
17 Agreement, correct?

18 A. Correct.

19 Q. SVRX royalties does not contain
20 the word "SVRX binary royalties," correct?

21 A. Correct.

22 Q. Under 4.16B, the first sentence,
23 the first two sentences read, "Buyer shall
24 not, and shall not have the authority to,
25 amend, modify or waive any right or assign

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2 any SVRX license without the prior written
3 consent of seller. In addition, at
4 seller's sole discretion and direction
5 buyer shall amend, supplement, modify or
6 waive any rights under or shall assign any
7 rights to any SVRX license to the extent so
8 directed in any manner or respect by
9 seller."

10 Did I read those two sentences of
11 4.16B correctly?

12 A. Yes.

13 Q. Those four sentences do not
14 contain the word "binary," correct?

15 A. Correct.

16 Q. The phrase says -- "SVRX binary
17 systems" does not appear in that language,
18 correct?

19 A. Correct.

20 Q. Schedule 1.1(a) of the Asset
21 Purchase Agreement, Exhibit 27, is it your
22 testimony that that is intended to be a
23 list of included assets to be transferred
24 to Santa Cruz in the transaction?

25 A. What was the schedule number

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2 CERTIFICATE

3 STATE OF NEW YORK)

: Ss

4 COUNTY OF NEW YORK)

5 I, Steven Neil Cohen, a Registered
6 Professional Reporter and Notary Public
7 within and for the State of New York, do
8 hereby certify: That EDWARD S. CHATLOS,
9 JR., the witness whose deposition is herein
10 before set forth, was duly sworn by me and
11 that such deposition is a true record of
12 the testimony given by such witness.

13 I further certify that I am not related
14 to any of the parties to this action by
15 blood or marriage and that I am in no way
16 interested in the outcome of this matter.

17 I further certify that neither
18 the deponent nor a party requested a review
19 of the transcript pursuant to Federal Rule
20 of Civil Procedure 30(e) before the
21 deposition was completed.

22 In witness whereof, I have hereunto set
23 my hand this 20th day of February, 2006.

24

25


STEVEN NEIL COHEN, RPR